



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

April 24, 2019

Mr. Christopher Chiddix
AER Equipment & Repair, LLC dba American Equipment
P O Box 152197
Austin, TX 78715

Dear Mr. Chiddix:

The City of Austin approved the execution of a contract with your company for Lift, Crane, and Overhead Hoist Maintenance and Repair Service in accordance with the referenced solicitation.

Responsible Departments:	<i>Fleet Services Department and Department of Aviation</i>
Fleet Services Department Contact Person:	<i>Fleet Services Department Ruben Cantu, Contract Management Specialist II Phone: 512-974-1532 e-mail: Ruben.Cantu3@austintexas.gov</i>
Department of Aviation Contact Person:	<i>Department of Aviation Chris Carter, Division Manager Phone: 512-530-6352 e-mail: chris.carter@austintexas.gov</i>
Project Name:	<i>Lift, Crane, and Overhead Hoist Maintenance and Repair Service</i>
Contractor Name:	<i>AER Equipment & Repair, LLC dba American Equipment</i>
Contract Number:	<i>7800- NA190000121</i>
Contract Period:	<i>The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months.</i>
Dollar Amount	<i>The Contractor shall be paid a total Not-to-Exceed amount of \$75,860.00 for the initial Contract term.</i>
Extension Options:	<i>The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option.</i>
Requisition Number:	<i>RQM 18110800100</i>
Solicitation Type & Number:	<i>IFB 7800-DCM1002</i>

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Diana McIntosh
Procurement Specialist II

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
AER EQUIPMENT & REPAIR, LLC DBA AMERICAN EQUIPMENT (“Contractor”)
FOR
LIFT, CRANE, AND OVERHEAD HOIST MAINTENANCE AND REPAIR SERVICE
CONTRACT NUMBER: 7800 NA190000121**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between AER Equipment & Repair, LLC dba American Equipment having offices at P.O, Box 152197, Austin, TX 78715, and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 7800-DCM1002.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Invitation for Bid, IFB 7800-DCM1002 including all documents incorporated by reference
- 1.1.3 AER Equipment & Repair, LLC dba American Equipment Offer, dated March 20, 1919, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract.

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City’s sole option.

- 1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a 24-month Contract. Prices are firm for the first twelve (12) months.

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$75,860.00 for the initial Contract term and \$37,930.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**AER EQUIPMENT AND REPAIR LLC
DBA AMERICAN EQUIPMENT**

CITY OF AUSTIN

Christopher M. Chiddix

Printed Name of Authorized Person

Signature

CEO, American Equipment

Title:

5/1/19

Date:

Diana C. McIntosh

Printed Name of Authorized Person

Signature

Procurement Specialist II

Title:

May 20, 2019

Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: 7800-DCM1002

DATE ISSUED: February 11, 2019

REQUISITION NO.: RQM 18110800100

COMMODITY CODE: 92947 and 07544

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Primary Contact:

Diana C. McIntosh
Procurement Specialist II

Phone: (512) 974-2034

E-Mail: Diana.McIntosh@austintexas.gov

Secondary Contact:

Claudia Rodriquez
Procurement Specialist IV

Phone: (512) 974-2959

E-Mail: ClaudiaR.Rodriquez@austintexas.gov

COMMODITY/SERVICE DESCRIPTION:

Lifts Crane and Overhead Hoist Maintenance and Repair Service

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: February 28, 2019

BID OPENING TIME AND DATE: February 28, 2019 at 3:00 p.m.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please
select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office- Response Enclosed for Solicitation #7800-DCM1002	Purchasing Office- Response Enclosed for Solicitation #7800-DCM1002
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	8
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	Automotive Life Inspection – Equipment List	1
Attachment B	Fleet Services and Department of Aviation Delivery Locations and Point of Contacts	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Vendor Registration No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
 - C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
 - D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Diana McIntosh via email at Diana.McIntosh@austintexas.gov at least ten (10) business days prior to the Solicitation due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Garage Liability Coverage.** The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only I \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.
- (1) The policy shall contain the following endorsements in favor of the City of Austin
 - (a) Waiver of Subrogation.
 - (b) Thirty (30) days Notice of Cancellation.
 - (c) The City of Austin listed as an additional insured.
- v. **Property Coverage.** The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody and control of the Contractor. Coverage shall continue until the work is accepted by the City The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be \$1 00,000 with the ability to be increased to \$500,000 during the Contract term.
- (1) City of Austin shall be added as loss payee
- vi. **Garagekeepers Liability.** The Contractor may provide Garagekeepers Liability for the required property coverage for vehicles in the care, custody, and control of the Contractor.

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Comprehensive and collision coverage shall be provided on a Legal Liability basis. The limit of coverage required is the total estimated actual cash value of vehicles in the Contractors care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.

(1) City of Austin shall be added as loss payee

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS:**

Locations: Reference Attachment B- City of Austin
 Fleet Services Department - Delivery Locations
 Department of Aviation - Delivery Locations

- A. Delivery is to be made on an as needed basis, after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

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- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. Invoices shall be mailed to the ordering Service Center (see attachment B)
- C. Monthly Invoices shall be mailed to:

City of Austin Fleet Services Department	
	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave St.
City, State Zip Code	Austin, TX 78702

City of Austin Department of Aviation	
	City of Austin
Department	Department of Aviation
Attn:	Accounts Payable
Address	3600 Presidential Blvd. Suite 411
City, State Zip Code	Austin, Texas 78719
Email	abia.invoices@austintexas.gov

- D. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- E. The Contractor shall provide, for each repair, an itemized invoice with the following information:
1. Date the City authorized repairs;
 2. List of repairs made;
 3. Date repairs were completed;
 4. Itemized list of parts and products used for the repairs;
 5. Number of labor hours associated with the repairs; and
 6. The equipment identification number.
- F. The Contractor shall note Expedited Services on the invoice when authorized by the City.

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7. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

8. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

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10. **PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

11. **FLEET DEPARTMENT AND CITY OF AUSTIN GENERAL WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

- A. Access to City facilities by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel shall be required to check in at the Service Writer's desk when entering or leaving all City facilities
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. **DEPARTMENT OF AVIATION WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. **Airport Security:** Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.
- B. **Security Badges:** Contractor personnel will be required to display company/employer-issued photo ID at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.

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- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

13. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

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Weight % or \$ of Base Price: 100%	
Database Name: CPI – All Urban Consumers	
Series ID: PCU3331203331209	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Services – Parts for construction machinery and equipment	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Repair Services	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

14. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Fleet Contract Manager
Perry Been – Contract Management Specialist III
512-974-2629
perry.been@austintexas.gov
Aviation Contract Manager
Chris Carter – Division Manager
512-530-6352
chris.carter@austintexas.gov

**CITY OF AUSTIN
SCOPE OF WORK
LIFT, CRANE, AND OVERHEAD HOIST MAINTENANCE AND REPAIR SERVICE
SOLICITATION NO. IFB 7800-DCM1002**

1.0 PURPOSE

This invitation for Bid (IFB) seeks to establish a contract with a qualified Contractor who can provide maintenance and repair services with associated parts for the City of Austin (City) for the automotive lifts, cranes and hoists on an as-needed basis. The intent of this contract is to provide non-warranty repair services, however, the Contractor shall be authorized by the manufacturer to provide warranty repair services.

These services shall be provided for the City's Fleet Services Department and Department of Aviation. The City may elect to add or remove departments, locations, and equipment as needed, to the resulting contract. A list of the City's current inventory and description of the automotive lifts, cranes and hoists are included in Attachment A, List of Equipment. Although the City will make every reasonable effort to provide prior notification to the Contractor of changes to the equipment, changes may be made without notice to the Contractor at no penalty to the City.

It is the City's preference to award a single contract for the maintenance, repair services and parts needed. However, the City reserves the right to make multiple awards, in which the City will award a contract based on the categories listed in Section 0600 - Bid Sheet. The City also reserves the right to reject all bids entirely or make multiple contract awards between the lowest and/or, most responsive and responsible bidder. In this case, award will be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous, including by department. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

2.0 DEFINITIONS

- 2.1 Expedited Services** - when the City requests priority repair services for City-owned equipment.
- 2.2 Repair** - to return or restore a broken, damaged, or failed part, or piece of equipment to an acceptable operating or usable condition or state.
- 2.3 Service Center** - any City facility where vehicles and equipment are repaired or serviced.

3.0 GENERAL

- 3.1** In the event of conflict between this scope of work, manufacturer's literature or any applicable codes, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the City. The City will notify the Contractor of the City's determination in writing.

4.0 CONTRACTOR QUALIFICATIONS

The Contractor shall:

- 4.1** Have a minimum of three (3) consecutive years of hands-on experience in providing parts and repair services within the last five (5) years to municipalities or organizations similar in size and scope to the City. The Contractor shall submit valid references that confirm the experience requirement on the Section 0700-References document with their bid.
- 4.2** Be an established repair facility that is equipped with all tools, diagnostic equipment, and supplies necessary to repair and provide warranty services (when requested by the Contract Manager or designee of the Department) for the specified equipment. The repair facility shall be located within ninety (90) miles of the Texas State Capitol with the ability to be reached by email and telephone.

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- 4.3 Maintain a storage area that is reasonably secure from vandalism or theft for all City equipment in the Contractor's possession.
- 4.4 Not have any significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to, contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.
- 4.5 Assign a minimum of two (2) automotive crane and life certified technicians, qualified to work on the specified equipment. The Contractor shall submit resumes, proof of technician experience, certifications, and training with their bid.
- 4.6 Comply with all current Federal, State, and local codes, rules, and regulations concerning safety, including but not limited to:
 - 4.6.1 ANSI B30.2 Overhead and Gantry Cranes (Top Running Bridge, Multiple Girder)
 - 4.6.2 ANSI B30.5 Standards for Cableways, Cranes, Derricks, Hoists, Jacks/Slings
 - 4.6.3 ANSI B30.9 Slings
 - 4.6.4 ANSI B30.11 Monorails and Under-hung Cranes
 - 4.6.5 ANSI B30.16 Overhead Hoists
 - 4.6.6 ANSI B30.17 Overhead and Gantry Cranes (Top Running Bridge, Single Girder)
 - 4.6.7 ANSI HST – 1M Performance Standards for Electric Chain Hoists
 - 4.6.8 ANSI HST – 2M Performance Standards for Hand Chain Manually Operated Hoists
 - 4.6.9 ANSI HST - 3M Performance Standards for Manual Lever Chain Hoists
 - 4.6.10 ANSI HST – 4M Performance Standards for Overhead Electric Wire Rope Hoists
 - 4.6.11 NFPA 70 National Electric Code
 - 4.6.12 OSHA 1910.18 General Industry
 - 4.6.13 OSHA 1910.179 Overhead and Gantry Cranes
 - 4.6.14 OSHA 1926.550 Cranes and Derricks

5.0 CONTRACTOR'S RESPONSIBILITIES

5.1 General Requirements

The Contractor shall:

- 5.1.1 Furnish all equipment, labor and materials required for proper execution of the contract and related services to include, but not necessarily be limited to, locations listed in Attachment B Delivery Locations.
- 5.1.2 Provide a Single Point of Contact (SPOC) who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract. Provide contact information (name, phone number, fax, email, etc.) for receiving orders from the City within five (5) working days of request, or at a time mutually agreed to between the Contractor

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LIFT, CRANE, AND OVERHEAD HOIST MAINTENANCE AND REPAIR SERVICE
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and the Contract Manager or designee of the Department. The Contractor shall notify the Contract Manager or designee of the Department of any changes to the SPOC.

- 5.1.3 Provide an emergency point of contact and relevant contact information (name, cell phone, and office phone numbers, email, etc.) of the emergency point of contact who will be on-call twenty-four (24) hours daily including weekends and holidays, upon request, or at a time mutually agreed to between the Contractor and the Contract Manager or designee of the Department. The Contractor shall notify the Contract Manager or designee of the Department of any changes to the emergency point of contact within five (5) working days of change.
- 5.1.4 Be responsible for any, and all damage to City vehicles, equipment, or property by the Contractor's representative actions.
 - 5.1.4.1 If damage occurs, Contractor shall notify the Contract Manager or designee of the Department immediately of the damage.
 - 5.1.4.2 The Contractor shall repair any damage to the satisfaction of the City, at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 5.1.5 Notify the Contract Manager or designee of the Department, of recall notices, warranty replacements, safety notices, or any applicable notice regarding all City purchased parts within two (2) weeks of publication.
- 5.1.6 Perform all work in compliance with the Original Equipment Manufacturers' (OEM) requirements, City of Austin Code, applicable State of Texas regulations, and any other Federal or local government regulations as specified herein. All work is subject to inspection and acceptance by the Contract Manager or designee of the Department.
- 5.1.7 Provide a report to the Contract Manager or designee of the Department of all repair services performed for a specified timeframe (monthly, yearly, etc.) within five (5) working days upon request, or at a time mutually agreed to between the Contractor and the Contract Manager or designee of the Department.
 - 5.1.7.1 The report shall be submitted in a sortable electronic or other City-approved format.
 - 5.1.7.2 The report shall provide the following:
 - 5.1.7.2.1 Repair date;
 - 5.1.7.2.2 Requesting Service Center;
 - 5.1.7.2.3 Describe the type of repair;
 - 5.1.7.2.4 Cost for labor (including hours and rates);
 - 5.1.7.2.5 Description and cost for parts;
 - 5.1.7.2.6 Total cost of repair; and
 - 5.1.7.2.7 Repaired equipment identification number.
- 5.1.8 At the request of a Contract Manager or designee of the Department, remove from a City facility any employee of the Contractor whose conduct is improper, inappropriate or offensive. Ensure employee shall not be assigned to provide services for the remainder of the Contract term without the written consent of the Contract Manager or designee of the Department.
- 5.1.9 Perform all steps reasonably necessary to protect City property and persons from harm.
- 5.1.10 Maintain a neat and orderly working environment to ensure a safe work environment. Be responsible for the immediate clean-up of the work area and removal of debris. Cleaning of

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the work area shall be subject to the Contract Manager or designee of the Departments inspection and approval.

5.1.11 Comply with all other security requirements imposed by the City, ensure that all employees and subcontractors are kept fully informed, and remain in compliance to the City's Workforce and Security Clearance as described in Paragraph 12, Section 0400, Supplemental Purchase Provisions, while performing work on City property.

5.1.12 Ensure contractor's employees and subcontractor's:

5.1.12.1 Wear uniforms with the contractor's or subcontractor's name clearly displayed on their uniform;

5.1.12.2 Wear identification badges with the employee's name and a photo, while on City property; and

5.1.12.3 Wear personal protective equipment.

5.2 Repair Services

The Contractor shall:

5.2.1 Provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the specified repairs according to the manufacturer's recommended repair techniques and standards.

5.2.2 Perform all repair services on the City's premises. If repairs cannot be performed at the City's premises, Contractor shall remove the unit from its location, pick up and transport the unit to Contractor's repair facility. Contractor shall not remove any equipment from City property without written authorization from the Contract Manager or designee of the Department.

5.2.3 Diagnose the equipment for repair and provide a written estimate to the Contract Manager or designee of the Department, within two (2) working days after taking possession or inspecting the unit, or at a time mutually agreed to between the Contractor and the Contract Manager or designee of the Department. The written cost estimate shall include:

5.2.3.1 The equipment identification number;

5.2.3.2 Description of the cause of failure;

5.2.3.3 Description of the correction or repair needed to fix the failure;

5.2.3.4 Estimated labor hours and projected cost based on labor rate offered;

5.2.3.5 Description of the parts needed to make the repair and associated cost;

5.2.3.6 Total cost to complete the repair services; and

5.2.3.7 Expected amount of time needed for the Contractor to complete the repair.

5.2.4 Not proceed with repairs until after receiving written authorization (e.g. email) and a unique delivery order from the Contract Manager or designee of the Department based on the written estimate provided by the Contractor. The Contractor shall not proceed with repairs based on verbal authorizations. The Contractor shall assume all liability and responsibility for repairs performed, if the Contractor proceeds with repairs based on verbal authorizations.

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- 5.2.5 Immediately notify the requesting Contract Manager or designee of the Department of any hidden damage discovered that increases the original estimate provide to the City. The Contractor shall submit a new estimate that identifies any additional cost, material, and time added based on the hidden damage to the Contract Manager or designee of the Department. The Contract Manager or designee of the Department will provide the Contractor with written (e.g. email) approval and an updated delivery order before proceeding with the repairs.
- 5.2.6 Complete the repair within the timeframe specified in the estimate. If the Contractor cannot complete the repair within the estimated timeframe, the Contractor shall request an extension, in writing (e.g. email), to the Contract Manager or designee of the Department, that includes the reason for the extension and the date repairs will be completed. The Contract Manager or designee of the Department will provide the Contractor with a written (e.g. email) approval or denial of the extension request.
- 5.2.7 Be responsible for the risk of loss or damage to all equipment and parts in the care, custody, and control of the Contractor until accepted by the Contract Manager or designee of the Department.
- 5.2.8 Provide any parts removed in the repair of the equipment for verification purposes upon request by the Contract Manager or designee of the Department.
- 5.2.9 Properly recycle and/or dispose of hazardous waste, including used and contaminated lubricants and filters, in accordance with all applicable laws, rules and regulations to ensure the highest level of safety to the environment and public health at no additional cost to the City.
 - 5.2.9.1 The Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request within ten (10) working days of the request, or at a time mutually agreed to between the Contract Manager or designee of the Department.

5.3 Parts for Repair Services

The Contractor shall:

- 5.3.1 Provide new OEM parts for the specified equipment, except for core components on renewed assemblies, which meet all applicable federal, state and local requirements for quality and safety.
 - 5.3.1.1 Used, factory seconds, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.
 - 5.3.1.2 Remanufactured or rebuilt parts may be used if new parts are not available or if the Contract Manager or designee of the City requests the parts in writing (e.g. email).
- 5.3.2 Seek approval from the Contract Manager or designee of the Department, in writing (e.g., email), to use non-OEM, rebuilt, or remanufactured parts, if new OEM parts are not available. The non-OEM parts shall meet or exceed the manufacturer's specification for the original OEM parts.
- 5.3.3 Have an adequate parts inventory 95% of the time to complete repairs within the timeframe stipulated in this Scope of Work.

**CITY OF AUSTIN
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LIFT, CRANE, AND OVERHEAD HOIST MAINTENANCE AND REPAIR SERVICE
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- 5.3.4 Guaranty that the parts provided shall not void any existing manufacturer's warranty for City equipment.

6.0 Expedited Services

- 6.1 The awarded Contract provides vital support to the City due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

The Contractor shall:

- 6.1.1 Provide Expedited Services when requested by the Contract Manager or designee of the Department. The Contractor may assess a flat dollar amount per equipment repair for Expedited Services as specified in Section 0600 - Bid Sheet.
- 6.1.2 Not charge the City additional fees for repair services performed during the Contractor's off-shift hours.

7.0 TRANSPORTATION AND PARKING

The Contractor shall:

- 7.1 Provide all transportation required to perform the work. Contractor or subcontractor's shall park its vehicles in areas designated by the City at the Contractor's or subcontractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.
- 7.2 Not charge separately for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the hourly bid rates listed in the Bid Sheet – Section 0600.

8.0 MANUFACTURER WARRANTY

The Contractor shall:

- 8.1 Provide the following warranties within five (5) working days of request by the Contract Manager or designee of the Department in the event the Contractor is authorized by the manufacturer to provide warranty repair services.
- 8.1.1 Provide a copy of the twelve (12) month labor warranty for all repair services with each delivery or at a time mutually agreed to between the Contractor and the Contract Manager or designee of the Department.
- 8.1.2 Provide a minimum of a twelve (12) month warranty or the standard period as provided by the manufacturer, whichever is for the greatest length of time, for defects in material and workmanship.
- 8.1.3 Provide a copy of the manufacturer's parts warranty to the Contract Manager or designee of the Department upon completion of repair.
- 8.1.3.1 Ensure the warranty period for all parts starts when the part is installed on the City equipment as evidenced by the Contractor's invoice for repair services or City work order.

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LIFT, CRANE, AND OVERHEAD HOIST MAINTENANCE AND REPAIR SERVICE
SOLICITATION NO. IFB 7800-DCM1002**

- 8.1.3.2 Ensure the warranty shall provide for replacement parts and shall include pick up and return of the equipment, removal of the defective part and installation of the replacement part at no additional cost to the City.

9.0 CITY REQUIREMENTS

The City will:

- 9.1 Provide the Contractor with name(s) of personnel authorized to order parts or repair services within one (1) month of Contract effective date.
- 9.2 Contact the Contractor by e-mail or telephone to place an order requesting repair services.
- 9.3 Test and/or inspect all repairs during the term of the Contract.
- 9.3.1 The City reserves the right to conduct any tests or inspections deemed necessary to ensure repairs and parts conform to the equipment manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure all repairs, articles, materials, and parts are consistent with the equipment manufacturer's specifications, and are fit for their intended use.
- 9.3.2 The City may inspect and/or test the equipment within two (2) working days of receipt of the repaired equipment to ensure the repair was completed in a satisfactory manner.
- 9.3.3 If the City detects deficiencies in the repair, the Contract Manager or designee of the Department will reject the receipt of the equipment and the Contractor shall correct the deficiencies in the repair at its own expense, which shall include picking up and returning the equipment, if applicable.
- 9.3.4 If transport is required, the Contractor shall arrange for pick up of the equipment within one (1) working day of notification, complete the corrective repair, and return the equipment within two (2) working days of notification or at a time mutually agreed to between the Contractor and the Contract Manager or designee of the Department.

10.0 SUSTAINABILITY

- 10.1 The City's sustainable purchasing objectives include purchasing products and services as described below.

The Contractor shall:

- 10.1.1 Conserve natural resources including water, energy, and raw materials throughout the product life cycle.
- 10.1.2 Minimize environmental impacts such as water and air pollution during usage.
- 10.1.3 Eliminate or reduce toxins that create hazards to workers, citizens, wildlife, and the environment.
- 10.1.4 Support up-cycling and recycling efforts as well as utilize products with high recycled content.
- 10.1.5 Reduce environmental impacts in the production and distribution systems.

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LIFT, CRANE, AND OVERHEAD HOIST MAINTENANCE AND REPAIR SERVICE
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10.1.6 Support worker health, safety, and fair wages.

10.1.7 Consider total cost of ownership during the products useful life, including operation, supplies, maintenance, and disposal cost.

10.1.8 Make recommendations to the City regarding upgrades and provide the City with an analysis that demonstrates a cost savings over time through energy-savings.

11.0 OMISSIONS

11.1 Any requirements omitted from this specification, which are clearly necessary for the completion of this work, should be noted by the bidder in their bid submittal.

12.0 ATTACHMENTS

12.1 Attachment A, List of Equipment

12.2 Attachment B, Delivery Locations and Points of Contact for Fleet Department and Department of Aviation

Lift, Crane and Overhead Hoist Maintenance and Repair Service
IFB No. 7800-DCM1002
Attachment A
Automotive Lift Inspection - Equipment List
List of Automotive Lifts & Cranes For Fleet Services and Aviation Departments

Auto Lift Description	Manufacturer	Model number	Location	Serial Number
Lift, automotive, 7000 LB. capacity, 2 - post, electric / hydraulic	ROTARY	TL07N560	Fleet service center 1	
Lift, automotive, 7000 LB. capacity, 2 - post, electric / hydraulic	ROTARY	TL07N560	Fleet service center 1	
Lift,automotive, 12,000 lb. capacity, 2- post, electric / hydraulic	ROTARY	SP015N310	Fleet service center 1	
Lift, automotive, 7000 LB. capacity, 2 - post, electric / hydraulic	ROTARY	SP012N510	Fleet service center 1	
Lift, automotive, 7000 LB. capacity, 2 - post, electric / hydraulic	ROTARY	SP012N510	Fleet service center 1	
Lift, automotive, 7000 LB. capacity, 2 - post, electric / hydraulic	ROTARY	SP012N510	Fleet service center 1	
Lift, automotive, 7000 LB. capacity, 2 - post, electric / hydraulic	ROTARY	SP012N510	Fleet service center 1	
Lift, Scissor, Floor Mount, 50,000 LB. capacity, electric / hydraulic	OMER	295/200	Fleet service center 1	
Lift, automotive, 25,000 lb. capacity, 4 - post with runway, electric / hydraulic	LIFT DISTRIBUTION	N/A	Fleet service center 1	
Hoist, Overhead, Crane, Gentry Mount, Manual, Chain Fall, 6000 Lbs.,	COFFING	N/A	Fleet service center 1	
Hoist, Overhead, Crane, Gentry Mount, Manual, Chain Fall, 6000 Lbs.,	COFFING	N/A	Fleet service center 1	
Hoist, Overhead, JIB-Pedestal- under-Hung, 600 lb., capacity	COFFING	0110A	Fleet service center 1	
Hoist, Overhead, JIB-Pedestal - Under-Hung, 10,000 Lb., capacity	COFFING	N/A	Fleet service center 1	
Lift, motorcycle	Air-Lift	N/A	Fleet service center 5	
Lift, motorcycle	Air-Lift	N/A	Fleet service center 5	
Lift, motorcycle	Air-Lift	N/A	Fleet service center 5	
Lift, Automotive, alignment Rack	Hunter	AB-1212	Fleet service center 5	
Lift, Automotive, Challenger	Challenger	AB-1235-B	Fleet service center 5	
Lift, Automotive, Challenger	Challenger	AR-18N010	Fleet service center 5	
Lift, automotive, Rotary	Rotary	SPO12N710	Fleet service center 5	
Lift, automotive, Rotary	Rotary	SPO12N710	Fleet service center 5	
Lift, automotive, Rotary	Rotary	SPO12N710	Fleet service center 5	
Lift, automotive, Rotary	Rotary	SPO12N710	Fleet service center 5	
Lift, automotive, Rotary	Rotary	SPOA10N700	Fleet service center 5	
Crane, Bridge, Overhead, 5 Ton x 30'	Gaffey	Model 5	Fleet Service center 6	
Crane, Bridge, Overhead, 5 Ton x 30'	Gaffey	Model 5	Fleet Service center 6	
Lift, automotive	Mohawk	99K243	Fleet Service Center 8	
Lift, Automotive, Alignment, open Front, 4 - post, 14,000 Lb.,	John Bean	EELR507A	Fleet Service Center 8	
Hoist, Overhead, 30,000 lb, (15 Ton) capacity	Gaffey	X6-15-25	Fleet Service Center 8	
Lift, automotive, Rotary	Rotary	SP015N310	Fleet Service Center 8	
Lift, automotive, Rotary	Rotary	SP015N310	Fleet Service Center 8	
Lift, automotive, Rotary	Rotary	SP015N310	Fleet Service Center 8	
Crane, Bridge, Overhead,10 Ton x 30'	Demag	10 Ton	Fleet Service Center 11	
Lift, automotive, with 6 mobile pieces. 6 post	Mohawk	6-60	Fleet Service Center 11	
Crane, Bridge, Overhead,5 Ton x 30'	Gaffey	Model 5	Fleet Service Center 12	
Lift, automotive	Mohawk	TP-15	Fleet Service Center 13	
Lift, automotive	Mohawk	TP-15	Fleet Service Center 13	
Lift, automotive, Rotary	Rotary	AR-18N010	Fleet Service Center 13	
Lift, automotive, 2-Post, 10,000 Lb.	Gemni	6P010A	Fleet Service Center 13	
2 Post Lift	Rotary	SPO12N7t0-BLD 8250	Aviation	
4 Post lift	Rotary	SM123-10-BLD8250	Aviation	
4 Post Lift	Nenpacl	PK-27X-BLD 8250	Aviation	
2 Post Lift	Rotary	SP012U7T5	Aviaiton	
2 Post Lift	Rotary	SP012U7T5	Aviation	

CITY OF AUSTIN
FLEET SERVICES and DEPARTMENT OF AVIATION
ATTACHMENT B DELIVERY LOCATIONS AND POINTS OF CONTACT

Service Center #1 & Hornsby Bend

Ricardo (Ric) Calvino, Manager
Greg Whitten, Supervisor
Adrian Alejo, Service Consultant
6301-A Harold Court
Austin, Texas 78721

servicecenter1DL@austintexas.gov

Main Tel. No. (512) 974-1703 / Fax: (512) 974-2233

Service Center #5

Andrew Ettles, Manager
Bob Baldwin, Supervisor
Robert Opheim, Supervisor
Paul Conde, Service Consultant
714 East 8th Street
Austin, TX 78701

servicecenter5DL@austintexas.gov

Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9909

Service Center #6

Merritt Jason Pratt, Acting Manager
Chad Long, Supervisor
James Fisher, Service Consultant
1182 Hargrave
Austin, TX 78702

servicecenter6DL@austintexas.gov

Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156

Service Center #8

Irvin Schmidt
Keith Barrington, Supervisor
Ken Johnson, Supervisor
4411-D Meinardus
Austin, TX 78745

servicecenter8DL@austintexas.gov

Main Tel. No.: (512) 974-3075 / Fax No.: (512) 416-1635

Service Center #11

Kevin Brown, Supervisor
Craig Subbert, Supervisor
6301-J Harold Court
Austin, TX 78721

servicecenter11DL@austintexas.gov

Main Tel. No.: (512) 974-2389 / Fax No.: (512) 974-9055

Service Center #12

Kevin Brown, Supervisor
Craig Subbert, Supervisor
4108 Todd Lane
Austin, TX 78744

servicecenter12DL@austintexas.gov

Main Tel. No.: (512) 974-4368 / Fax No.: (512) 974-4328

Service Center #13

James Forman, Manager
Cedric Wilson, Supervisor
2412 Kramer Lane, Bldg. A
Austin, TX 78758

servicecenter13DL@austintexas.gov

Main Tel. No.: (512) 978-2340 / Fax No.: (512) 978-2350

Parts Room - Service Center #1

Amy Arredondo, Stores Coordinator	(512) 974-1759
Osiris Valdez	(512) 974-9020
Jose Herrera	(512) 974-1772
Stasha Merz	(512) 974-2756

Email: amy.arredondo@austintexas.gov

Parts Room - Service Center #5

Edward Kinch, Stores Coordinator	(512) 974-1889
Gilbert Rodriguez	(512) 974-1841
Rey Degollado	(512) 974-1813

Email: edward.kinch@austintexas.gov

Parts Room - Service Center #6

Gloria Vasquez, Stores Coordinator	(512) 974-1857
Daniel Ramirez	(512) 974-1743
Roger Molina	(512) 974- 9162

Email: gloria.vasquez@austintexas.gov

Parts Room - Service Center #8

Brenita Selement, Stores Coordinator	(512) 974-3029
Raymond Solis	(512) 974-2687
Christopher Alvarez	(512) 974-4319

Email: brenita.selement@austintexas.gov

Parts Room - Service Center #11

Mike Maharidge, Stores Coordinator	(512) 974-9022
Harold Terry	(512) 974-1763

Email: mike.maharidge@austintexas.gov

Parts Room - Service Center #12

Mike Maharidge, Stores Coordinator	(512) 974-9022
Ruben Orosco	(512) 974-1721

Email: mike.maharidge@austintexas.gov

Parts Room - Service Center #13

Glenn Iosbaker, Stores Coordinator	(512) 978-2341
Luis Velez	(512) 978-2342

Email: glenn.iosbaker@austintexas.gov

CITY OF AUSTIN
FLEET SERVICES and DEPARTMENT OF AVIATION
ATTACHMENT B DELIVERY LOCATIONS AND POINTS OF CONTACT

<p>Fleet Tire Shop Daniel Dominquez, Stores Coordinator 6301-K Harold Court Austin, TX 78721</p> <p>Email: daniel.dominquez@austintexas.gov Main Tel. No.: (512) 974-1788</p>	<p>Fleet Administration - Contracts & Contract Compliance 1190 Hargrave Street Austin, TX 78702</p> <p>Hazel Black, Contract Management Supervisor I (512) 974-1751 Fax: (512) 974-1769 hazel.black@austintexas.gov</p>
<p>Materials Control 6301-K Harold Court Austin, Texas 78721</p> <p>Lonnie Jones, Materials Control Supervisor Assigned Service Centers:</p> <p>Parts Rooms SC 1, 11, 12, Tire Shop Office (512) 974-1744 Email: lonnie.jones@austintexas.gov</p> <p>Henry Guerra, Materials Control Supervisor Assigned Service Centers</p> <p>Parts Rooms 5, 6, 8, 13 Office (512) 974-1547 Email: henry.guerra@austintexas.gov</p>	<p>Perry Been, Contract Management Specialist III (512) 974-2629 Fax: (512) 974-1769 perry.been@austintexas.gov</p> <p>Molly Strickland, Contract Management Specialist III (512) 974-1749 Fax: (512) 974-1769 molly.strickland@austintexas.gov</p> <p>Ruben Cantu, Contract Management Specialist II (512) 974- 1974 Fax: (512) 974-1538 vacant@austintexas.gov</p> <p>Steve Orwick, Contract Management Specialist I (512) 974-1768 Fax: (512) 974-1769 steve.orwick@austintexas.gov</p>
<p>Department of Aviation Fleet Service Center 3819 Bergstrom Dr. Austin, TX 78719</p> <p>Kenneth Wykoff, Supervisor</p> <p>Office: 512-530-7565 Email: Kenneth.Wykoff@austintexas.gov</p>	



BID SHEET
CITY OF AUSTIN
LIFTS, CRANES, AND OVERHEAD HOIST MAINTENANCE AND REPAIR SERVICE

SOLICITATION NO.: 7800-DCM1002

BUYER: DIANA MCINTOSH

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, department or any criteria or combination deemed most advantageous to the City.

FLEET SERVICES DEPARTMENT

CATEGORY 1 - LABOR RATES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
FSD 1.1	LABOR RATE PER HOUR FOR REPAIR SERVICES (Normal business hours as specified in Section 0500)	HOURL	100	\$0.00	\$0.00
SUBTOTAL FOR CATEGORY 1 =					\$0.00

CATEGORY 2 - SERVICE CALL

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
FSD 2.1	FLAT FEE FOR SERVICE CALL	EACH	100	\$0.00	\$0.00
SUBTOTAL FOR CATEGORY 2 =					\$0.00

CATEGORY 3 - PICK-UP AND DELIVERY

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
FSD 3.1	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY EQUIPMENT	EACH	10	\$0.00	\$0.00
SUBTOTAL FOR CATEGORY 3 =					\$0.00

CATEGORY 4 - EXPEDITED SERVICE FEE

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
FSD 4.1	FLAT FEE FOR EXPEDITED SERVICES	EACH	15	\$0.00	\$0.00
SUBTOTAL FOR CATEGORY 4 =					\$0.00

CATEGORY 5 - NON-SPECIFIED SERVICES [ASSOCIATED REPAIRS PARTS]

Bidder must be able to provide repairs with associated parts for automotive lifts, cranes & hoists (see Attachment A).

The percentage discount or markup to manufacturer's price list for associated parts shall be fixed throughout the term of the contract and not subject to increases. Bidder may attach additional documentation referencing each manufacturer name along with the applicable percentage discount or mark up.

ITEM NO.	ITEM DESCRIPTION	DISCOUNT (-) / MARKUP (+) PERCENTAGE	EXTENDED PRICE
FSD 5.1	DISCOUNT / MARKUP TO DEALER COST: MANUFACTURER NAME:	0%	\$5,000.00
FLEET SERVICES DEPARTMENT -- TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 5=			\$5,000.00

DEPARTMENT OF AVIATION**CATEGORY 1 - LABOR RATES**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
DA 1.1	LABOR RATE PER HOUR FOR REPAIR SERVICES (Normal business hours as specified in Section 0500)	HOUR	5	\$0.00	\$0.00
SUBTOTAL FOR CATEGORY 1 =					\$0.00

CATEGORY 2 - SERVICE CALL

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
DA 2.1	FLAT FEE FOR SERVICE CALL	EACH	4	\$0.00	\$0.00
SUBTOTAL FOR CATEGORY 2 =					\$0.00

CATEGORY 3 - PICK-UP AND DELIVERY

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
DA 3.1	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY EQUIPMENT	EACH	3	\$0.00	\$0.00
SUBTOTAL FOR CATEGORY 3 =					\$0.00

CATEGORY 4 - EXPEDITED SERVICE FEE

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
DA 4.1	FLAT FEE FOR EXPEDITED SERVICES	EACH	5	\$0.00	\$0.00
SUBTOTAL FOR CATEGORY 4 =					\$0.00

CATEGORY 5 - NON-SPECIFIED SERVICES [ASSOCIATED REPAIRS PARTS]

Bidder must be able to provide repairs with associated parts for automotive lifts, cranes & hoists (see Attachment A).

The percentage discount or markup to manufacturer's price list for associated parts shall be fixed throughout the term of the contract and not subject to increases. Bidder may attach additional documentation referencing each manufacturer name along with the applicable percentage discount or mark up.

ITEM NO.	ITEM DESCRIPTION	DISCOUNT (-) / MARKUP (+) PERCENTAGE	EXTENDED PRICE
DA 5.1	DISCOUNT / MARKUP TO DEALER COST: MANUFACTURER NAME:	0%	\$5,000.00
DEPARTMENT OF AVIATION -- TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 5=			\$5,000.00

SECTION 6 -- CONFIRMATION OF REQUIREMENTS

6.1	HOW MANY AUTOMOTIVE CRANE AND LIFT CERTIFIED TECHNICIANS DO YOU HAVE?	____ NUMBER OF CERTIFIED TECHNICIANS
6.2	DO THE SERVICE TECHNICIANS HAVE THREE YEARS OF HANDS-ON EXPERIENCE IN THE LAST FIVE YEARS?	<input type="checkbox"/> YES <input type="checkbox"/> NO
6.3	ARE YOU ABLE TO PROVIDE EXPEDITED REPAIRS?	<input type="checkbox"/> YES <input type="checkbox"/> NO
6.4	STATE THE DISTANCE YOUR REPAIR FACILITY IS TO THE TEXAS STATE CAPITOL.	_____ MILES
6.5	PROOF OF TECHNICIANS EXPERIENCE, CERTIFICATIONS AND TRAINING PROVIDED WITH PROPOSAL?	<input type="checkbox"/> YES <input type="checkbox"/> NO
6.6	DELIVERY METHOD	<input type="checkbox"/> COMMON CARRIER <input type="checkbox"/> VENDOR STAFF

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

NUMBER OF DAYS AFTER RECEIPT OF ORDER THE OFFEROR SHALL DELIVER THE ITEMS TO THE CITY:

_____ OF DAYS

COMPANY NAME:

EMAIL ADDRESS:

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name	_____
Name and Title of Contact	_____
Project Name	_____
Present Address	_____
City, State, Zip Code	_____
Telephone Number	(____)_____ Fax Number (____)_____
Email Address	_____
2. Company's Name	_____
Name and Title of Contact	_____
Project Name	_____
Present Address	_____
City, State, Zip Code	_____
Telephone Number	(____)_____ Fax Number (____)_____
Email Address	_____
3. Company's Name	_____
Name and Title of Contact	_____
Project Name	_____
Present Address	_____
City, State, Zip Code	_____
Telephone Number	(____)_____ Fax Number (____)_____
Email Address	_____

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR

Authorized Signature

Title

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800-DCM1002

SOLICITATION TITLE: Repair Services with Associated Parts for Automotive Lifts, Cranes and Hoists

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<div style="display: flex; align-items: center;"><div style="margin-right: 20px;"><input type="checkbox"/> NO <input type="checkbox"/> YES</div><div>Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture</div></div>		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; border-bottom: 1px solid black;"></div><div style="width: 45%; border-bottom: 1px solid black;"></div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;">Name and Title of Authorized Representative (Print or Type)</div><div style="width: 45%;">Signature/Date</div></div>			

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 7800-DCM1002

SOLICITATION TITLE: Repair Services with Associated Parts for Automotive Lifts, Cranes and Hoists

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 7800-DCM1002

SOLICITATION TITLE: Repair Services with Associated Parts for Automotive Lifts, Cranes and Hoists

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 7800-DCM1002

SOLICITATION TITLE: Repair Services with Associated Parts for Automotive Lifts, Cranes and Hoists

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



**ADDENDUM
CITY OF AUSTIN, TEXAS
INVITATION FOR BID**

Solicitation: 7800-DCM1002

Addendum No: 1

Date of Addendum: February 27, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

- 1.0 The proposal due date is hereby extended until Thursday, March 7, 2019, at 2:00 p.m.
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas *with your bid.*
Failure to do so may constitute grounds for rejection of your bid.



**ADDENDUM
CITY OF AUSTIN, TEXAS
INVITATION FOR BID**

Solicitation: 7800-DCM1002

Addendum No: 2

Date of Addendum: March 6, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

- 1.0 The proposal due date is hereby extended until Thursday, March 21, 2019, at 2:00 p.m.
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas *with your bid.*
Failure to do so may constitute grounds for rejection of your bid.



**BID SHEET
CITY OF AUSTIN
LIFTS, CRANES, AND OVERHEAD HOIST MAINTENANCE AND REPAIR SERVICE**

SOLICITATION NO.: 7800-DCM1002

BUYER: DIANA MCINTOSH

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, department or any criteria or combination deemed most advantageous to the City.

FLEET SERVICES DEPARTMENT

CATEGORY 1 - LABOR RATES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
FSD 1.1	LABOR RATE PER HOUR FOR REPAIR SERVICES (Normal business hours as specified in Section 0500)	HOUR	100	\$100.00	\$10,000.00
SUBTOTAL FOR CATEGORY 1 =					\$10,000.00

CATEGORY 2 - SERVICE CALL

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
FSD 2.1	FLAT FEE FOR SERVICE CALL	EACH	100	\$120.00	\$12,000.00
SUBTOTAL FOR CATEGORY 2 =					\$12,000.00

CATEGORY 3 - PICK-UP AND DELIVERY

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
FSD 3.1	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY EQUIPMENT	EACH	10	\$150.00	\$1,500.00
SUBTOTAL FOR CATEGORY 3 =					\$1,500.00

CATEGORY 4 - EXPEDITED SERVICE FEE

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
FSD 4.1	FLAT FEE FOR EXPEDITED SERVICES	EACH	15	\$150.00	\$2,250.00
SUBTOTAL FOR CATEGORY 4 =					\$2,250.00

CATEGORY 5 - NON-SPECIFIED SERVICES [ASSOCIATED REPAIRS PARTS]

Bidder must be able to provide repairs with associated parts for automotive lifts, cranes & hoists (see Attachment A). The percentage discount or markup to manufacturer's price list for associated parts shall be fixed throughout the term of the contract and not subject to increases. Bidder may attach additional documentation referencing each manufacturer name along with the applicable percentage discount or mark up.

ITEM NO.	ITEM DESCRIPTION	DISCOUNT (-) / MARKUP (+) PERCENTAGE	EXTENDED PRICE
FSD 5.1	DISCOUNT / MARKUP TO DEALER COST: MANUFACTURER NAME:	25%	\$5,000.00
FLEET SERVICES DEPARTMENT – TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 5=			\$30,750.00

DEPARTMENT OF AVIATION

CATEGORY 1 - LABOR RATES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
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Lift, Crane, and Overhead Hoist
Maintenance and Repair Service

Contract Number: 7800 NA190000121

56 of 89

DA 1.1	LABOR RATE PER HOUR FOR REPAIR SERVICES (Normal business hours as specified in Section 0500)	HOUR	5	\$100.00	\$500.00
SUBTOTAL FOR CATEGORY 1 =					\$500.00

CATEGORY 2 - SERVICE CALL					
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
DA 2.1	FLAT FEE FOR SERVICE CALL	EACH	4	\$120.00	\$480.00
SUBTOTAL FOR CATEGORY 2 =					\$480.00

CATEGORY 3 - PICK-UP AND DELIVERY					
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
DA 3.1	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY EQUIPMENT	EACH	3	\$150.00	\$450.00
SUBTOTAL FOR CATEGORY 3 =					\$450.00

CATEGORY 4 - EXPEDITED SERVICE FEE					
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
DA 4.1	FLAT FEE FOR EXPEDITED SERVICES	EACH	5	\$150.00	\$750.00
SUBTOTAL FOR CATEGORY 4 =					\$750.00

CATEGORY 5 - NON-SPECIFIED SERVICES [ASSOCIATED REPAIRS PARTS]			
<p>Bidder must be able to provide repairs with associated parts for automotive lifts, cranes & hoists (see Attachment A). The percentage discount or markup to manufacturer's price list for associated parts shall be fixed throughout the term of the contract and not subject to increases. Bidder may attach additional documentation referencing each manufacturer name along with the applicable percentage discount or mark up.</p>			
ITEM NO.	ITEM DESCRIPTION	DISCOUNT (-) / MARKUP (+) PERCENTAGE	EXTENDED PRICE
DA 5.1	DISCOUNT / MARKUP TO DEALER COST: MANUFACTURER NAME:	25%	\$5,000.00
DEPARTMENT OF AVIATION – TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 5=			\$7,180.00

SECTION 6 – CONFIRMATION OF REQUIREMENTS		
6.1	HOW MANY AUTOMOTIVE CRANE AND LIFT CERTIFIED TECHNICIANS DO YOU HAVE?	<u> 2 </u> NUMBER OF CERTIFIED TECHNICIANS
6.2	DO THE SERVICE TECHNICIANS HAVE THREE YEARS OF HANDS-ON EXPERIENCE IN THE LAST FIVE YEARS?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
6.3	ARE YOU ABLE TO PROVIDE EXPEDITED REPAIRS?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
6.4	STATE THE DISTANCE YOUR REPAIR FACILITY IS TO THE TEXAS STATE CAPITOL.	<u> 11 </u> MILES
6.5	PROOF OF TECHNICIANS EXPERIENCE, CERTIFICATIONS AND TRAINING PROVIDED WITH PROPOSAL?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
6.6	DELIVERY METHOD	<input type="checkbox"/> COMMON CARRIER <input checked="" type="checkbox"/> VENDOR STAFF

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED	
NUMBER OF DAYS AFTER RECEIPT OF ORDER THE OFFEROR SHALL DELIVER THE ITEMS TO THE CITY:	<u> 3 to 10 Business Days </u> OF DAYS

COMPANY NAME:	American Equipment & Repair
EMAIL ADDRESS:	info@aeraustin.com



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: 7800-DCM1002

DATE ISSUED: February 11, 2019

REQUISITION NO.: RQM 18110800100

COMMODITY CODE: 92947 and 07544

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Primary Contact:

Diana C. McIntosh

Procurement Specialist II

Phone: (512) 974-2034

E-Mail: Diana.McIntosh@austintexas.gov

Secondary Contact:

Claudia Rodriquez

Procurement Specialist IV

Phone: (512) 974-2959

E-Mail: ClaudiaR.Rodriquez@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office- Response Enclosed for Solicitation #7800-DCM1002	Purchasing Office- Response Enclosed for Solicitation #7800-DCM1002
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
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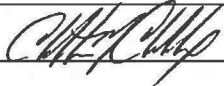
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*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: AMERICAN EQUIPMENT & REPAIR
Company Address: PO BOX 152197
City, State, Zip: AUSTIN, TX 78715
Vendor Registration No. V00000 959115
Printed Name of Officer or Authorized Representative: CHRISTOPHER CHIDDIX
Title: CEO
Signature of Officer or Authorized Representative: 
Date: 3/20/19
Email Address: INFO @ AERAUSTIN.COM
Phone Number: 512 - 915- 1590

*** Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Diana McIntosh via email at Diana.McIntosh@austintexas.gov at least ten (10) business days prior to the Solicitation due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

**CITY OF AUSTIN
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- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
- (1) The policy shall contain the following provisions:
- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Garage Liability Coverage.** The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only | \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.
- (1) The policy shall contain the following endorsements in favor of the City of Austin
- (a) Waiver of Subrogation.
 - (b) Thirty (30) days Notice of Cancellation.
 - (c) The City of Austin listed as an additional insured.
- v. **Property Coverage.** The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody and control of the Contractor. Coverage shall continue until the work is accepted by the City. The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.
- (1) City of Austin shall be added as loss payee
- vi. **Garagekeepers Liability.** The Contractor may provide Garagekeepers Liability for the required property coverage for vehicles in the care, custody, and control of the Contractor.

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Comprehensive and collision coverage shall be provided on a Legal Liability basis. The limit of coverage required is the total estimated actual cash value of vehicles in the Contractors care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.

(1) City of Austin shall be added as loss payee

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS:**

Locations: Reference Attachment B- City of Austin
 Fleet Services Department - Delivery Locations
 Department of Aviation - Delivery Locations

- A. Delivery is to be made on an as needed basis, after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

**CITY OF AUSTIN
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- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. Invoices shall be mailed to the ordering Service Center (see attachment B)
- C. Monthly Invoices shall be mailed to:

City of Austin Fleet Services Department	
	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave St.
City, State Zip Code	Austin, TX 78702

City of Austin Department of Aviation	
	City of Austin
Department	Department of Aviation
Attn:	Accounts Payable
Address	3600 Presidential Blvd. Suite 411
City, State Zip Code	Austin, Texas 78719
Email	abia.invoices@austintexas.gov

- D. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- E. The Contractor shall provide, for each repair, an itemized invoice with the following information:
1. Date the City authorized repairs;
 2. List of repairs made;
 3. Date repairs were completed;
 4. Itemized list of parts and products used for the repairs;
 5. Number of labor hours associated with the repairs; and
 6. The equipment identification number.
- F. The Contractor shall note Expedited Services on the invoice when authorized by the City.

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

7. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

8. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

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SUPPLEMENTAL PURCHASE PROVISIONS**

10. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

11. FLEET DEPARTMENT AND CITY OF AUSTIN GENERAL WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to City facilities by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel shall be required to check in at the Service Writer's desk when entering or leaving all City facilities
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. DEPARTMENT OF AVIATION WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. **Airport Security:** Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.
- B. **Security Badges:** Contractor personnel will be required to display company/employer-issued photo ID at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.

**CITY OF AUSTIN
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- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

13. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

**CITY OF AUSTIN
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Weight % or \$ of Base Price: 100%	
Database Name: CPI – All Urban Consumers	
Series ID: PCU3331203331209	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Services – Parts for construction machinery and equipment	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Repair Services	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

14. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Fleet Contract Manager
Perry Been – Contract Management Specialist III
512-974-2629
perry.been@austintexas.gov
Aviation Contract Manager
Chris Carter – Division Manager
512-530-6352
chris.carter@austintexas.gov

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	AMERICAN EQUIPMENT & REPAIR	
Physical Address	8812 BLAZE DR., AUSTIN, TX 78747	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name AMERICAN EQUIPMENT & REPAIR

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name NYLE MAXWELL SUPER CENTER CDT
Name and Title of Contact ERIC TIPPETT
Project Name LIFT MAINTENANCE
Present Address 13401 N. FM 620
City, State, Zip Code AUSTIN, TX 78729
Telephone Number (512) 827-0908 Fax Number ()
Email Address ETIPPETT@NYLEMAXWELL.COM
2. Company's Name CAPITOL CHEVROLET
Name and Title of Contact BARRY BEARD
Project Name LIFT MAINTENANCE
Present Address 6200 S IH 35
City, State, Zip Code AUSTIN, TX 78745
Telephone Number (512) 444-8888 Fax Number ()
Email Address BBEARD@CAPITOLCHEVY.COM
3. Company's Name CONERT DODGE
Name and Title of Contact BILL SCHEID
Project Name LIFT MAINTENANCE
Present Address 8107 RESEARCH BLD.
City, State, Zip Code AUSTIN, TX 78758
Telephone Number (512) 730-3300 Fax Number ()
Email Address BILL SCHEID@CONERTAUTO.COM

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment.

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 20 day of MARCH, 2019

CONTRACTOR

Authorized Signature

Title

CHRISTOPHER M. CHIDDIX, CEO AMERICAN
CHIDDIX EQUIPMENT &
REPAIR
CEO AMERICAN EQUIPMENT & REPAIR

Section 0835: Non-Resident Bidder Provisions

Company Name AMERICAN EQUIPMENT & REPAIR

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: TEXAS RESIDENT BIDDER

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

Solicitation No. IFB 7800-DCM1002

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800-DCM1002

SOLICITATION TITLE: Repair Services with Associated Parts for Automotive Lifts, Cranes and Hoists

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	AMERICAN EQUIPMENT & REPAIR		
City Vendor ID Code	V00000 959115		
Physical Address	8812 BLAZE DR.		
City, State Zip	AUSTIN, TX 78747		
Phone Number	512-915-1590	Email Address	INFO@AERAUSTIN.COM
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <p><u>CHRISTOPHER M. CHADDIX, CEO</u> <u>[Signature]</u> 3/20/2019</p> <p>Name and Title of Authorized Representative (Print or Type) Signature/Date</p>			

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

Solicitation No. IFB 7800-DCM1002

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 7800-DCM1002

SOLICITATION TITLE: Repair Services with Associated Parts for Automotive Lifts, Cranes and Hoists

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 7800-DCM1002

SOLICITATION TITLE: Repair Services with Associated Parts for Automotive Lifts, Cranes and Hoists

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: IFB 7800-DCM1002

SOLICITATION TITLE: Repair Services with Associated Parts for Automotive Lifts, Cranes and Hoists

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



American Equipment & Repair

PO Box 152197
Austin, TX 78715
(512) 567-8560
info@aeraustin.com

March 20, 2019

RE: Technician Resume: Jonathan Hernandez

JONATHAN HERNANDEZ

PO Box 152197, Austin, TX 78715 | 512-915-9150 | jhernandez@aeraustin.com

Skills Summary

Rotary Lifts Authorized Installer (RAI) and Rotary Lifts Certified Service Technician.
Challenger Lifts Certified Technician. Balcrank Certified Service Technician.

Experience

American Equipment & Repair

Technician/ March 2015 - Present

Provide automotive shop equipment sales and service to Dealerships and Automotive Service Centers in, and around, the Greater Austin Area.

AutoNation Toyota

Technician/ January 2014 - March 2015

ASE Certified Master Technician to provide service and repairs on Toyota/Lexus Vehicles.

Trainings

Graco University Petroleum Management Program

May 2019 – Registered to attend and complete the Graco Petroleum Management Program for Distributors/Service Centers in Minneapolis, MN.

Challenger Lifts Service School

April 2018 – Attended and Completed the Challenger Lifts Service School Program at Challenger Lifts in Louisville, KY.

Balcrank Service School

April 2017 – Attended and Completed the Balcrank Service School Program at Balcrank in Charlottesville, NC

Rotary Authorized Installer Program

March 2016 – Attended and Completed the Rotary Authorized Installer Program at Rotary Lifts in Madison, IN



American Equipment & Repair

PO Box 152197
Austin, TX 78715
(512) 567-8560
info@aeraustin.com

March 20, 2019

RE: Technician Resume: Christopher Chiddix

CHRISTOPHER M. CHIDDIX

PO Box 152197, Austin, TX 78715 | 512-915-1590 | info@aeraustin.com

Skills Summary

Automotive Lift Institute (ALI) Certified Lift Inspector (#2073) and Rotary Lifts Authorized Installer (RAI) and Rotary Lifts Certified Service Technician. Challenger Lifts Certified Technician. Balcrank Certified Service Technician.

Experience

American Equipment & Repair

CEO/ March 2015 - Present

Provide automotive shop equipment sales and service to Dealerships and Automotive Service Centers in, and around, the Greater Austin Area.

Trainings

Graco University Petroleum Management Program

May 2019 – Registered to attend and complete the Graco Petroleum Management Program for Distributors/Service Centers in Minneapolis, MN.

Automotive Lift Institute (ALI) – Inspection Certification Program

May 2018 – Attended and Completed the Automotive Lifts Institute Inspection (ALI) Certification Program in Cortland, NY.

Challenger Lifts Service School

April 2018 – Attended and Completed the Challenger Lifts Service School Program at Challenger Lifts in Louisville, KY.

Rotary Authorized Installer Program

March 2018 – Attended and Completed the Rotary Authorized Installer Program at Rotary Lifts in Madison, IN

Balcrank Service School

April 2017 – Attended and Completed the Balcrank Service School Program at Balcrank in Charlottesville, NC

Rotary

This document certifies that

Christopher Chiddix

of American Equipment
Austin, TX

has successfully completed the



**Professional Automotive
Installation & Service Training Class**

in Madison, Indiana, during March 12, 13, and 14, 2018

A handwritten signature in black ink, reading "Ron Lainhart".

Ron Lainhart
RAI Program Manager

A handwritten signature in black ink, reading "Jim Dirksen".

Jim Dirksen
Vice President of Sales & Marketing
Rotary Lift North & South America

NOTE: THIS CERTIFICATE IS ONLY VALID WITH THE REPRESENTATIVE COMPANY



SERVICE TRAINING SCHOOL

Certificate of Achievement

Awarded to

Chris Chiddix

American Equipment & Repair

Has successfully completed Challenger Lifts Service Training School

April 2018

A handwritten signature in black ink, appearing to read 'Jon Bennett'.

Jon Bennett
Technical Service Manager





**ADDENDUM
CITY OF AUSTIN, TEXAS
INVITATION FOR BID**

Solicitation: 7800-DCM1002

Addendum No: 1

Date of Addendum: February 27, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

- 1.0 The proposal due date is hereby extended until Thursday, March 7, 2019, at 2:00 p.m.
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

ACKNOWLEDGED BY:

Christopher M. Chiddix

Vendor Name



Authorized Signature

April 17, 2019

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas *with your bid.*
Failure to do so may constitute grounds for rejection of your bid.



**ADDENDUM
CITY OF AUSTIN, TEXAS
INVITATION FOR BID**

Solicitation: 7800-DCM1002

Addendum No: 2

Date of Addendum: March 6, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

- 1.0 The proposal due date is hereby extended until Thursday, March 21, 2019, at 2:00 p.m.
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

ACKNOWLEDGED BY:

Christopher Chiddix

Vendor Name

A handwritten signature in black ink, appearing to read "C. Chiddix", written over a horizontal line.

Authorized Signature

April 17, 2019

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas *with your bid.*
Failure to do so may constitute grounds for rejection of your bid.

8812 BLAZE DR

Jurisdiction: AUSTIN FULL PURPOSE

Council District: 2

County: TRAVIS

Map Grid: MH12

[Zoning Profile](#)

[Appraisal District](#)

[FloodPro](#)

Full Street Address:

8812 BLAZE DR

Place ID

5280621

Annexation History - Click Below

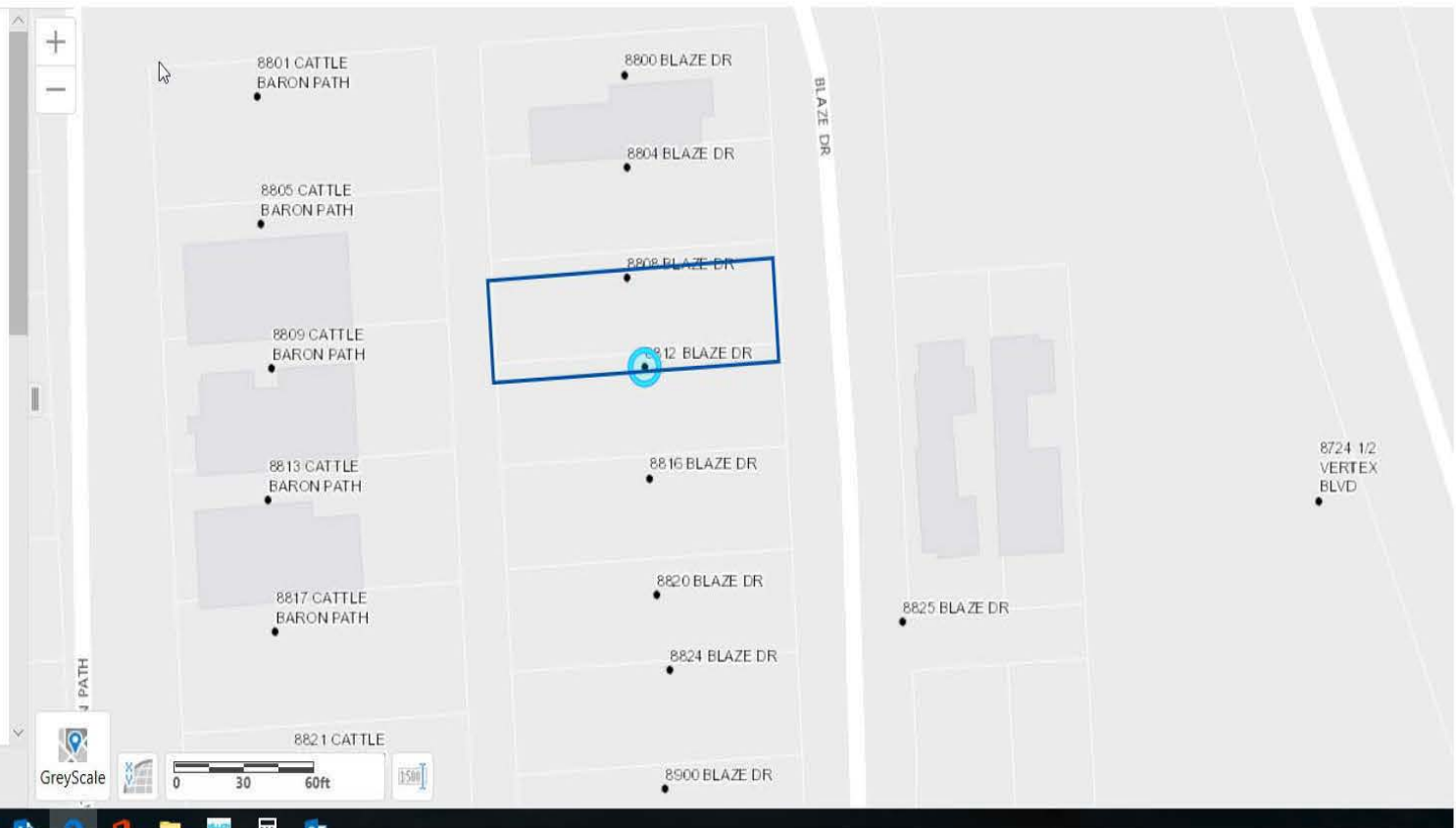
07/02/2007 - FULL

07/04/2005 - LTD

Legal Description

LOT 11 BLK N GOODNIGHT RANCH PHS 1 SEC 2

Home Layers Address GreyScale 0 30 60ft 150ft



GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Diana McIntosh 512-974-2034	PM Name/Phone	Perry Been 512-974-2629
Sponsor/User Dept.	City of Austin – Fleet Services	Sponsor Name/Phone	
Solicitation No	128592	Project Name	Automotive Lifts, Cranes and Hoists
Contract Amount	\$250,000	Ad Date (if applicable)	N/A
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input checked="" type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
IFB is to establish a Contract with a qualified Contractor who can provide maintenance and repair services with associated parts for the City of Austin (City) for the automotive lifts, cranes and hoists on an as-needed basis. The intent of this contract is to provide non-warranty repair services, however the Contractor shall be authorized by the manufacturer to provide warranty repair services. These services shall be provided for the City's Fleet Services Department and Department of Aviation.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Current Contractor: Kronecranes, Inc. Contract No.: NA130000101 RQM No. 18110800100			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
Commodity Code: 92947 Lifts and Hoists Maintenance and Repair Commodity Code: 07544 Lifts and Hoists, Floor Type: Electric, Hydraulic Commodity Code: 0754454 Parts and Accessories, Hoists			
Diana McIntosh		1/4/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	1/7/2019	Date Assigned to BDC	1/7/2019
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Subcontracting Opportunities Identified

NA

John Wesley Smith 01/07/2019

SMBR Staff

Signature/ Date

SMBR Director or Designee

Date

Returned to/ Date: